

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of: Carl A. Wright

Application No.: 09/766,934

Confirmation No.: 1234

Filed: January 22, 2001

Art Unit: 3625

For: MASS CUSTOMIZATION BILLING ENGINE

Examiner: Y. C. Garg

RESPONSE TO NON-FINAL OFFICE ACTION

MS Amendment
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

In response to the Office Action dated October 19, 2006, the Examiner's attention is directed to the following remarks.

Claims 24-29 stand rejected under 35 U.S.C. §102(e) over Ensel et al. ('685). Regarding claim 24, Ensel does not disclose Applicant's claimed method of providing customized building services. Ensel simply manages the task of receiving "raw data" from billers, formatting *that same data* in a format and distribution channel which may be specified by a customer, as well as providing other existing information to customers and feedback from customers to sellers. Thus, the system of Ensel merely automates and "keeps track" of data flowing between billers and customers. While Ensel et al. is capable of *formatting* information, it has no mechanisms for invoking objects to actually generate the data itself.

The only reference in Ensel et al. to "objects," concerns the fact that certain databases are "object-oriented." This does not mean that any of the "objects" of Ensel et al. are in any way capable of performing the functions set forth and claimed by Applicant. For instance, Applicant's claim 24 includes the step of "providing a plurality of software objects, at least a certain of which are capable of accessing an outside source, accessing one or more other software objects, or creating one or more new software objects, each object being operative to acquire and process data specific to a bill or the recipient thereof." Apart from the fact that each of Applicant's objects is operative to

actually acquire and process data, a feature nowhere found in Ensel et al., these objects are also operative to either access an outside source, another object, or create a new object for such purposes. Ensel et al. doesn't even come close to disclosing or describing any such capability. If the Examiner disagrees, the Examiner is invited to point out precisely where in Ensel et al. one can find a description of software objects that are capable of accessing an outside source, one or more other software objects, or creating one or more new software objects to acquire and process data specific to a bill or recipient. The Examiner will be unable to identify any portions of Ensel et al. which contain language specific to this step. Since anticipation requires that a reference disclose or teach each and every element of a claim, *prima facie* anticipation is defeated for this reason alone.

Additionally, however, claim 24 includes the step of "repetitively invoking the software objects ... until all of the objects have completed the data acquisition and processing actions required to generate the customized bill content." Again, Ensel et al. contains no such teachings or suggestion of any such processes. The Examiner's argument that "the structure and content of the summary file 210 and the e-profile 215 varies from biller to biller, [thereby requiring] repetitive invoking of the plurality of software objects," is a fabrication unrelated to the teachings of the reference itself. Where, exactly in Ensel et al., can one find a repetitive invoking of software objects "until they have completed data acquisition and processing actions required to generate customized bill content." The answer is that Ensel et al. contains no such description, thereby further defeating *prima facie* anticipation. Not only does Ensel et al. fail to teach or suggest any software objects which perform the functions in Applicant's claim 24, but they certainly do not do so for the purposes of creating *content*. Rather, in all of the embodiments of Ensel et al., the content comes directly from the billers (or, in the case of customer feedback, directly from the customers). Content is not generated according to Ensel et al., it is merely manipulated or reformatted. Indeed, according to Ensel et al., none of the raw data is either added to or eliminated for the purposes of billing; rather, it appears that all of the raw data (i.e., content) is actually used, though the way in which it is presented may be varied. Reference is made to column 8, lines 18-22 of Ensel et al., which read as follows. "As previously described, the IIP 20 of the present invention is capable of taking 'raw' billing data from a biller 5, and formatting the billing data in the appropriate way in order to present the bills to the customers 80 of the biller 5." Although reference is made to customized *formatting*, this is not the same as *content generation*. Given that Ensel et al. receives

all of its "raw data" (i.e., content) directly from billers (or customers), how can it be possible that Ensel also teaches or suggests software objects capable of generating this "raw data" in the first place? The answer is that Ensel is entirely silent on any such capabilities. Again, if the Examiner disagrees, the Examiner is invited to point out exactly where Ensel et al. discloses software objects capable of iteratively acquiring and processing data in order to generate customized bill content.

Given that Ensel et al. clearly fails to teach or suggest each and every element of claim 25, Applicant sees no need to argue why Ensel et al. fails to teach or suggest the steps of claims 25-29, since these add limitations to independent claim 24. With regard to claim 32, Applicant disagrees that the step of "selecting a language in which to produce the billing converting all correlated data to the selected language prior to generating the bill," was not described in the specification in a way that it conveys that Applicant possessed the knowledge of that step. This step was set forth in claim 12 *as originally filed*. "In establishing a disclosure, applicant may rely not only on the description and drawing as filed but also on the original claims if their content justifies it." MPEP §608.01(I) Original Claims. With respect to the rejection of claim 32 under §103(a) over Ensel in view of Lakritz, the Examiner concedes that Ensel is silent with respect to language selection, but argues that it would have been obvious to combine Ensel and Lakritz "to provide a convenient way to produce and provide documents including bills in a target language of the recipient of the document" In other words, the Examiner's argument for the combination is Applicant's own disclosure, since there is no teaching or suggestion from the prior art in support of the proposed combination. Certainly Ensel et al. includes no such teaching or suggestion, such that the importation of the teachings of Lakritz represent pure hindsight.

Based on the foregoing comments, Applicant continues to believe the pending claims are in condition for allowance. Questions regarding this application may be directed to the undersigned attorney by telephone, facsimile or electronic mail.

Dated: January 19, 2007

Respectfully submitted,

By 

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